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ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973  
(202) 393-2266  
FAX (202) 393-2156

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SECRETARY

Nov 13 9 18 AM '95

LICENSING OF COUNSEL  
URBANA LESTER

RECORDATION NO. 19630-7 K.L.  
FILED 1424

NOV 13 1995 9 20 AM

INTERSTATE COMMERCE COMMISSION

November 13, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies each of the following secondary documents, all dated November 10, 1995: Lease Supplement No. 3, Security Agreement Supplement No. 3, and Memoranda of Coal Supply Service Agreement Supplement No. 3.

The enclosed documents relate to the Lease Agreement and other secondary documents previously filed with the Commission under Recordation Number 19630.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement No. 3

Lessor: Wilmington Trust Company, Owner Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Lessor: Comerica Bank  
101 North Washington Square, 9th Floor  
Lansing, Michigan 48933

Mr. Vernon A. Williams  
November 13, 1995  
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Security Agreement Supplement No. 3

Debtor: Wilmington Trust Company, Owner Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Secured Party: First Security Bank of Utah, National Association  
79 South Main Street, 3rd Floor  
Salt Lake City, Utah 84111

Memoranda of Coal Supply Service Agreement Supplement No. 3

Contractor: Comerica Bank  
101 North Washington Square, 9th Floor  
Lansing, Michigan 48933

Customer: Consumers Power Company  
212 West Michigan Avenue  
Jackson, Michigan 49201

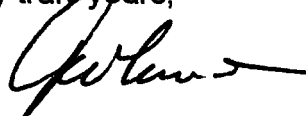
A description of the railroad equipment covered by the enclosed documents is:

148 railcars bearing FSTX reporting marks and road numbers as set forth  
on Schedule I to Lease Supplement No. 3.

Also enclosed is a check in the amount of \$63.00 payable to the order of the  
Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

LEASE SUPPLEMENT NO. 3

RECORDATION NO. 19630-5 FILED 1425

NOV 13 1995 - 9 20 AM

Dated November 10, 1995

INTERSTATE COMMERCE COMMISSION

Between

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as Owner Trustee,  
as Lessor

and

COMERICA BANK,  
not in its individual capacity but solely as Trustee under the Lessee Trust Agreement,  
as Lessee

663 HIGH SIDE ALUMINUM BODIED RAILCARS

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE SUPPLEMENT AND TO THE UNITS COVERED HEREBY ON THE PART OF THE LESSOR HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF A SECURED PARTY, AS ASSIGNEE, UNDER A SECURITY DOCUMENT. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY SUCH SECURED PARTY, AS ASSIGNEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF AND IS LABELED COUNTERPART NO. 1 ON THE FACE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION  
PURSUANT TO 49 U.S.C. §11303  
ON \_\_\_\_\_, 1995 AT \_\_\_\_\_,  
RECORDATION NUMBER \_\_\_\_\_

THIS LEASE SUPPLEMENT NO. 3, dated November 10, 1995, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("*Lessor*"), and COMERICA BANK, a Michigan banking corporation, not in its individual capacity but solely as Trustee under the Lessee Trust Agreement ("*Lessee*").

**WITNESSETH:**

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Agreement (the "*Lease*"), dated as of September 1, 1995 (capitalized terms used herein without definitions having the respective meanings set forth in the Lease);

WHEREAS, the Lease provides that on each Closing Date the applicable Manufacturer shall deliver to Lessor a Bill of Sale or Bills of Sale dated such Closing Date by which such Manufacturer bargains, conveys, assigns, sets over, sells and delivers to Lessor and Lessor purchases and accepts from such Manufacturer the Units listed on Schedule 1 hereto on such Closing Date and said Bill of Sale or Bills of Sale have been delivered by such Manufacturer and accepted by Lessor on this Closing Date;

WHEREAS, the Lease provides for the execution of a Lease Supplement substantially in the form hereof for the purposes of accepting and leasing the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.
2. Lessee hereby confirms to Lessor that Lessee has accepted such Units for all purposes hereof and of the Lease.
3. The aggregate Lessor's Cost of the Units leased hereunder is \$8,990,078.17. The Interim Rent payable on the Basic Term Commencement Date with respect to the Units leased hereunder is \$72,825.00 and the Basic Rent, Termination Values and the EBO Amounts payable with respect to the Units leased hereunder are set forth respectively, on Schedules 2, 3 and 4 hereto.
4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement No. 3, to pay to Lessor Interim Rent, if any, on the Basic Term Commencement Date and to pay to Lessor Basic Rent, Fixed Rate Renewal Rent and Fair Market Renewal Rent, if any, on each Payment Date, in each such case, for each Unit leased hereunder as provided for in the Lease and to pay, as and when due, any and all Supplemental Rent as provided for in the Lease.

5. The Lessor and the Lessee hereby agree that the Lessor shall tender delivery of the Units leased hereunder to the Lessee in Cartersville, Georgia and Johnstown, Pennsylvania.

6. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement No. 3 to the same extent as if fully set forth herein.

7. This Lease Supplement No. 3 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease Supplement No. 3 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement No. 3 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By   
Title: VICE PRESIDENT

Lessee

COMERICA BANK, not in its individual capacity but solely as Trustee under the Lessee Trust Agreement

By \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement No. 3 to be duly executed on the date and year set forth in the opening paragraph hereof.

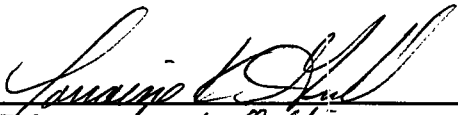
Lessor/Owner Trustee

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By \_\_\_\_\_  
Title:

Lessee

COMERICA BANK, not in its individual capacity but solely as Trustee under the Lessee Trust Agreement

By  \_\_\_\_\_  
Title: *Trust Officer*

STATE OF DELAWARE )  
 ) SS:  
 COUNTY OF NEW CASTLE )

On this 7th day of November, 1995, before me personally appeared Emmett R. Harmon, to be personally known, who, being by me duly sworn, says that [s]he is Vice President of Wilmington Trust Company, that said instrument was signed and sealed on such date on behalf of said corporation by authority of its Board of Directors and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon M. Brendle  
 Notary Public

My Commission Expires:

SHARON M. BRENDLE  
 NOTARY PUBLIC

[NOTARY SEAL] MY COMMISSION EXPIRES AUGUST 10, 1997



STATE OF MICHIGAN )

) SS:

COUNTY OF CLINTON)

On this 10th day of November, 1995, before me personally appeared Lorraine Grill to be personally known, who, being by me duly sworn, says the [s]he is a officer of Comerica Bank, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lisa Brownridge  
Notary Public

Lisa Brownridge

My Commission Expires:

October 27, 1999

# DESCRIPTION OF UNITS

QUANTITY OF UNITS	UNIT NUMBERS	LESSOR'S COST PER UNIT
40	FSTX 5873 through FSTX 5912, inclusive	\$60,652.83
108	FSTX 9123, FSTX 9125, FSTX 9127, FSTX 9132, FSTX 9133, FSTX 9135, FSTX 9136, FSTX 9137, FSTX 9138 and FSTX 9140 through FSTX 9238, inclusive	\$60,777.45

SCHEDULE 1  
(to Lease Supplement)

## BASIC RENT

### RENT PAYMENT DATE

### RENTAL FACTOR

(expressed as a percentage of Lessor's Cost)

01-Jan-96	0.00000000%
30-Jun-96	2.84315058%
30-Dec-96	5.04238442%
30-Jun-97	2.77803181%
30-Dec-97	5.10750319%
30-Jun-98	2.69160842%
30-Dec-98	5.19392658%
30-Jun-99	2.59877241%
30-Dec-99	5.28676259%
30-Jun-00	2.49904798%
30-Dec-00	5.38648702%
30-Jun-01	2.39192399%
30-Dec-01	5.49361101%
30-Jun-02	2.27685140%
30-Dec-02	5.60868360%
30-Jun-03	2.15324043%
30-Dec-03	5.73229457%
30-Jun-04	2.02045752%
30-Dec-04	5.86507748%
30-Jun-05	1.87782212%
30-Dec-05	6.00771288%
30-Jun-06	3.14257029%
30-Dec-06	4.74296471%
30-Jun-07	5.85320553%
30-Dec-07	2.03232947%
30-Jun-08	5.93609261%
30-Dec-08	1.94944239%
30-Jun-09	6.02254258%
30-Dec-09	1.86299242%
30-Jun-10	6.11227562%
30-Dec-10	1.77325938%
30-Jun-11	6.84162274%
30-Dec-11	1.04391226%
30-Jun-12	5.43199758%
30-Dec-12	2.45353742%
30-Jun-13	7.32176302%
30-Dec-13	0.56377198%
30-Jun-14	7.59821669%
30-Dec-14	0.28731831%
30-Jun-15	0.28731831%
30-Dec-15	7.59821669%

**TERMINATION VALUE**  
BethGon Coalporter Cars

**TERMINATION DATE/  
PAYMENT DATE**

**TERMINATION VALUE**  
(expressed as a percentage of Lessor's Cost)

01-Jan-96	104.00142%
30-Jun-96	105.42663%
30-Dec-96	104.58143%
30-Jun-97	105.65029%
30-Dec-97	104.11977%
30-Jun-98	104.73861%
30-Dec-98	102.66430%
30-Jun-99	102.97823%
30-Dec-99	100.47133%
30-Jun-00	100.58036%
30-Dec-00	97.67843%
30-Jun-01	97.67843%
30-Dec-01	94.55002%
30-Jun-02	94.55002%
30-Dec-02	91.18949%
30-Jun-03	91.18949%
30-Dec-03	87.57960%
30-Jun-04	87.57960%
30-Dec-04	83.70186%
30-Jun-05	83.61387%
30-Dec-05	79.54702%
30-Jun-06	75.52811%
30-Dec-06	75.06152%
30-Jun-07	70.86815%
30-Dec-07	70.38104%
30-Jun-08	66.00577%
30-Dec-08	65.49731%
30-Jun-09	60.93236%
30-Dec-09	60.40165%
30-Jun-10	55.63938%
30-Dec-10	55.08512%
30-Jun-11	49.48172%
30-Dec-11	49.52840%
30-Jun-12	45.21745%
30-Dec-12	43.96048%
30-Jun-13	37.82167%
30-Dec-13	38.34590%
30-Jun-14	31.95322%
30-Dec-14	32.78000%
30-Jun-15	33.84410%
30-Dec-15	28.30784%

**TERMINATION VALUE**  
Avalanche Cars

**TERMINATION DATE/  
PAYMENT DATE**

**TERMINATION VALUE**  
(expressed as a percentage of Lessor's Cost)

01-Jan-96	104.17660%
30-Jun-96	105.88702%
30-Dec-96	105.33322%
30-Jun-97	106.65396%
30-Dec-97	105.34112%
30-Jun-98	106.15103%
30-Dec-98	104.24581%
30-Jun-99	104.71203%
30-Dec-99	102.34481%
30-Jun-00	102.58297%
30-Dec-00	99.77815%
30-Jun-01	99.78689%
30-Dec-01	96.65849%
30-Jun-02	96.65849%
30-Dec-02	93.29795%
30-Jun-03	93.29795%
30-Dec-03	89.68806%
30-Jun-04	89.68806%
30-Dec-04	85.81032%
30-Jun-05	85.75911%
30-Dec-05	81.80818%
30-Jun-06	77.92622%
30-Dec-06	77.58930%
30-Jun-07	73.54866%
30-Dec-07	73.20760%
30-Jun-08	69.00270%
30-Dec-08	68.65864%
30-Jun-09	64.28383%
30-Dec-09	63.93813%
30-Jun-10	59.38811%
30-Dec-10	59.04194%
30-Jun-11	53.67555%
30-Dec-11	53.97258%
30-Jun-12	49.94513%
30-Dec-12	49.01202%
30-Jun-13	43.23774%
30-Dec-13	44.17578%
30-Jun-14	38.24690%
30-Dec-14	39.59699%
30-Jun-15	41.26051%
30-Dec-15	36.50008%

## **EBO AMOUNTS**

TYPE OF UNIT	EBO AMOUNT (expressed as a percentage of Lessor's Cost)
BethGon Coalporter Cars:	32.78%
Avalanche Cars:	41.81%